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STANDARD INSURANCE COMPANY  
7

8 UNITED STATES DISTRICT COURT  
9 CENTRAL DISTRICT OF CALIFORNIA  
10

11 GEORGE JEFFERSON, an individual, )  
12 Plaintiff, )  
13 vs. )  
14 STANDARD INSURANCE )  
COMPANY, a corporation; and DOES )  
15 1 through 30, inclusive, )  
16 Defendants. )

Case No. CV 09-07643 DMG (RCx)  
DISCOVERY MATTER  
[PROPOSED] CONFIDENTIALITY  
AND PROTECTIVE ORDER  
GOVERNING PRODUCTION OR  
OTHER DISCOVERY OF PORTIONS  
OF STANDARD INSURANCE  
COMPANY'S CLAIMS MANUAL

17 NOTE CHANGES MADE BY THE COURT.  
18

**ORDER**

19 GOOD CAUSE APPEARING, and pursuant to the agreement of the parties  
20 and their Stipulation Re: Confidentiality and Protective Order Governing  
21 Production or Other Discovery of Portions of Standard Insurance Company's  
22 Claims Manual, the following confidentiality and protective order shall be in force  
23 in this matter.

24  
25 1. This Confidentiality and Protective Order (the "Order") shall govern  
26 the designation and handling of documents, records, or information containing or  
27 concerning confidential or proprietary non-public, commercial, financial, trade  
28 secret and/or private information produced by Standard in this lawsuit.

1           2. Pursuant to this Order, Standard Insurance Company's ("Standard")  
2 Claims Manual, and/or any documents, records, materials and/or information  
3 contained therein, including but not limited to the Index and/or Table of Contents, is  
4 designated as "Confidential."

5           3. The term "Confidential Information" as used herein shall mean any and  
6 all documents, records, materials, and/or information contained and/or set forth in  
7 Standard's Claims Manual.

8           4. The production of the Claims Manual and Index will be conducted as  
9 follows:

10           (a) Standard will produce the Table of Contents of the Claims  
11 Manual to Plaintiff George Jefferson ("Plaintiff"). The Table of Contents is also  
12 considered Confidential and all information within the Table of Contents is  
13 Confidential Information and falls within the purview of this Order.

14           (b) Plaintiff will then select from the Table of Contents the portions  
15 of the Claims Manual that he believes are relevant to this action and that he wishes  
16 to be produced.

17           (c) To the extent that the parties can agree on what portions of the  
18 Claims Manual are relevant to this action, those relevant portions will be produced  
19 by Standard, pursuant to the terms and conditions of this Order.

20           (d) As to the documents that are not produced due to a dispute  
21 between the parties over the relevance of said documents, or for any other ground,  
22 the parties will submit such dispute to the Court for resolution, <sup>pursuant to Local Rule 37.</sup> Any portion of the  
23 ~~Claims Manual, and the contents therein, that is produced following such a dispute,~~  
24 pursuant to Court Order or for any other reason, shall remain Confidential as  
25 described within this Order, and remain within the purview of this Order.

26           5. Unless otherwise ordered by the Court in this action, the portions of  
27 Standard's Claims Manual, and any documents, records, or information contained  
28 therein that are produced, will be held by Plaintiff or the receiving party solely for

1 use in connection with this litigation and will be maintained and disclosed only in  
2 accordance with this Order.

3         6. Except with Standard's prior written consent, or upon prior order of  
4 this Court obtained upon notice to counsel for all parties, Standard's Claims Manual,  
5 and/or any documents, records, materials and/or information contained therein, shall  
6 not be disclosed by any party to any person other than:

- 7                 (a) Plaintiff;
- 8                 (b) Plaintiff's counsel in this litigation;
- 9                 (c) employees or independent contractors of Plaintiff's counsel in  
10 this litigation;
- 11                (d) the Court and court personnel, including stenographic reporters  
12 as necessarily incident to the preparation for trial of this action;
- 13                (e) noticed or subpoenaed deponents and their counsel;
- 14                (f) any person identified as having authored or previously reviewed  
15 or received Standard's Claims Manual, and any documents, records, or information  
16 contained therein; and
- 17                (g) prospective witnesses and/or other persons who, in the judgment  
18 of Plaintiff, require Standard's Claims Manual, and any documents, records, or  
19 information contained therein, for the purpose of preparing their testimony in this  
20 litigation, preparing for trial in this litigation, or advising and assisting counsel in  
21 connection with the processing of this litigation.

22         Standard's Claims Manual, and/or any documents, materials, records, and/or  
23 ~~information contained therein, may be shown to any person listed in subparagraph~~  
24 (g) of this paragraph only after such person has been shown a copy of this Order and  
25 advised of its terms, and only after such person executes a copy of the form of  
26 certification attached to this Order as Exhibit "A" (the "Certification"). Subject to  
27 the provisions of paragraph 7, below, Standard may, however, disclose Standard's  
28 Claims Manual, and any documents, materials, records, and/or information

1 contained therein, to any person or entity, with or without any conditions to such  
2 disclosure, as Standard deems appropriate.

3 7. Plaintiff's counsel shall maintain complete records of every original  
4 signed Certification obtained from any person pursuant to paragraph 6. These  
5 Certifications need not be disclosed to the opposing parties absent further order of  
6 the Court.

7 8. Any person receiving or viewing Standard's Claims Manual, or any  
8 documents, records, or information contained therein, shall not reveal the  
9 information to, or discuss the contents of the information with, any person who is  
10 not entitled to receive such information as set forth herein.

11 9. If any information designated "Confidential," including Standard's  
12 Claims Manual, and/or any documents, records, materials and/or information  
13 contained therein is included in any papers to be filed in Court, such papers shall be  
14 accompanied by an application to file the papers or the confidential portion thereof  
15 (if such portion is segregable) under seal. The application shall be directed to the  
16 judge to whom the papers are submitted. Pending the ruling on the application, the  
17 papers or portion thereof subject to the sealing application shall be lodged under  
18 seal.

19 10. In the event that a dispute arises between the parties regarding the  
20 procedures set forth in this Order, and/or a party's compliance with such procedures  
21 or this Order, the parties shall first attempt to resolve the dispute in good faith, ~~on an~~  
22 *in compliance with Local Rule 37-1.* ~~informal basis.~~ If the dispute cannot be resolved, either party may seek appropriate  
23 relief from the Court, *pursuant to Local Rule 37.*

24 11. All provisions of this Order restricting the communication or use of  
25 Confidential Information shall continue to be binding after the conclusion of this  
26 action unless subsequently modified by agreement between the parties or further  
27 order of the Court.

28

1           12. This Protective Order has no effect upon, and its scope shall not extend  
2 to, Standard's use of its Claims Manual, and/or any documents, records, materials  
3 and/or information contained therein.

4           13. Producing, receiving or reviewing Standard's Claims Manual, and/or  
5 any documents, records, materials and/or information contained therein, and/or  
6 otherwise complying with the terms of this Protective Order shall not:

7           (a) prejudice in any way the rights of either party to object to the  
8 production of other documents, records, materials and/or information it considers  
9 not subject to discovery or otherwise protected from or limited in discovery on the  
10 basis of privilege or otherwise; or

11           (b) prejudice in any way the rights of either party to seek a court  
12 determination whether such other documents, records, materials and/or information  
13 should be produced; or

14           (c) prejudice in any way the rights of a party to apply to the Court  
15 for any additional protection with respect to the confidentiality of other documents,  
16 records, materials and/or information as that party may consider appropriate.

17           14. After the final termination of this action, including all appeals,  
18 Standard's Claims Manual, and/or any documents, records, materials and/or  
19 information contained therein, and all copies made thereof shall, at the option of the  
20 parties holding such information, either (a) be returned within sixty (60) days to  
21 Standard, or (b) be destroyed, and a certificate to that effect shall be provided to  
22 Standard. However, any work product (as defined under applicable law), pleadings,  
23 ~~deposition transcripts or trial exhibits in this action may be retained by counsel,~~  
24 subject to the terms of this Order. The Court and any Court personnel shall be  
25 excluded from this Condition.

26           15. This Order shall govern the production, handling and dissemination of  
27 Standard's Claims Manual, and/or any documents, records, materials and/or  
28 information contained therein, and all copies made thereof prior to trial. After the

1 pretrial conference, the parties shall meet and confer regarding the confidentiality of  
 2 information to be used at trial and documents designated as trial exhibits and, if  
 3 necessary, agree upon a method for maintaining the confidentiality of such  
 4 information and documents at trial.

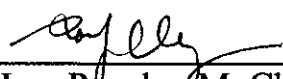
5 16. Entry of this Order shall be without prejudice to any application for  
 6 relief from any restriction contained herein or for any order compelling or further  
 7 restricting the production, exchange, or use of any document, testimony,  
 8 interrogatory response, or other information produced, given, or exchanged in the  
 9 course of pretrial discovery in this action.

10 17. This Order does not operate as an agreement by any party to produce  
 11 any or all documents and/or information demanded or requested by another party.  
 12 Nothing herein shall be deemed to waive any applicable objection and/or privilege  
 13 or be construed as an acknowledgment of the applicability of any objection and/or  
 14 privilege.

15 18. All persons bound by this Order are hereby notified that if this Order is  
 16 in any manner violated, the person or entity who commits such violation shall be  
 17 subject to such sanctions as the Court, on motion and after a hearing, deems just.  
 18 There shall be no other remedy, penalty or damages imposed on or recoverable from  
 19 the parties, their attorneys, representatives, or assigns, or any cause of action or  
 20 penalty arising out of a violation of this Order except as stated herein.

21 19. The Court retains jurisdiction <sup>to 60 days after judgment is entered or dismissed</sup> to make such amendments,  
 22 modifications, and additions to this Order as it may from time to time deem  
 23 appropriate.

24  
 25 Dated: April 26, 2010

  
 Hon. Rosalyn M. Chapman  
 Magistrate Judge,  
 United States District Court

**EXHIBIT "A"**

I, \_\_\_\_\_, hereby state and declare that I have read and understand the attached Confidentiality and Protective Order of the United States District Court for the Central District of California in the matter of George Jefferson v. Standard Insurance Company, Case No. CV 09-07643 DMG (RCx), and hereby agree to fully comply with the terms and conditions thereof. I further consent to the jurisdiction of the United States District Court for the Central District of California with respect to enforcement of the Protective Order.

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, at \_\_\_\_\_ [City]  
\_\_\_\_\_. [State]

By: \_\_\_\_\_

Name: \_\_\_\_\_